



JOY HOFMEISTER
STATE SUPERINTENDENT *of* PUBLIC INSTRUCTION
OKLAHOMA STATE DEPARTMENT *of* EDUCATION

MEMORANDUM

TO: The Honorable Members of the State Board of Education
FROM: Joy Hofmeister
DATE: May 27, 2021
SUBJECT: Interlocal Cooperative (ILC)

The following school is requesting approval for the Interlocal Cooperative (ILC) for the 2021-2022 school year. The Tri-City Learning Academy (TCLA) uses a co-operative agreement structure, allowable under Oklahoma law, to create a shared specialized school operating within four, or more, cooperating school districts. This TCLA will primarily serve full time virtual learning students and families, but services under this agreement could be expanded to share resources such as counselors, special education services, nurses, or any other shared resources agreed upon by the participating member districts. TCLA will enter into an agreement with each participating member's board of education. Funding for services will be shared using an agreed upon Allocation of Funding formula. Approval is recommended.

County	District	
McClain	Newcastle Public School	

* The number in the County category represents the Congressional District.
See the attached map.

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Attachments

FY 2021-2022
School District Authorization to Pay Funds for
Designated Programs provided by an Interlocal Cooperative (ILC)

The **Interlocal Cooperative Director** must submit an Authorization to Pay Funds from each participating school district which is due **no later than July 15, 2021**. Mail original to: Accreditation, State Department of Education, 2500 N. Lincoln Boulevard, Oklahoma City OK 73105-4599.

Participating
School District: Newcastle Public Schools
County: McClain County
Code No. 47/I001

Programs: The School Board of the School District on this form requests the State Department of Education to allocate and pay funds for:

- ☐ Yes: Alternative Education Statewide Academy Program ☐ Yes: Title IVA- Student Support and Academic Enrichment Grants
- ☐ Yes: Title IIA- Supporting Effective Instruction ☐ Yes: Special Education Program
- ☐ Yes: Title III-EL- English Language Acquisition Program ☒ Yes: Full-Time Virtual Education Program

Each School District participating in an Interlocal accredited by the Oklahoma State Department of Education must designate either Payment Option 1 or Option 2 for programs indicated on this form. The District School Board minutes must reflect their vote for payment to go to ILC or to the school district.

Payment Option 1 ☐ **Program Funds for 2021-22 will be paid directly to the specified ILC.**

The School District named above authorizes the State Department of Education to pay 2020-21 funds allocated to/for their specific program(s) checked above, to be issued directly to Choctaw Nation Interlocal Cooperative.

OR

Payment Option 2 ☒ **Program Funds for 2021-22 will be paid to the School District only.** The school district named above authorizes and requests funds to be issued directly to their district only.

Payment option above was approved by this District's School Board on March 9, 2021.

(Month, Date, Year)

The School Board President's signature below denotes the approval of this District's Board of Education authorization for payment of funds as indicated on this form for the specified programs.

Notary is not required.

School Board President: John Maker
(PRINT NAME)

Signature _____ Date _____

Contact Email and/or Phone Number: john.maker@newcastle.k12.ok.us

Superintendent: Melonie Hau
(PRINT NAME)

Signature _____ Date _____

Contact Email and/or Phone Number: mhau@newcastle.k12.ok.us

Instructions: Each Interlocal Cooperative (ILC) Board must select a director, four officers, and an auditor each fiscal year and report to the Oklahoma State Department of Education Accreditation by the July 15th due date.

ILC Auditor & Officers for Board of Directors FY 2021-2022

Interlocal Co-op Name Tri City Learning Academy County Code ILC Code K-

No later than July 15, 2020, complete and return this form by mail to:
Accreditation, State Department of Education, 2500 N. Lincoln Blvd., Oklahoma City OK 73105-4599.

ILC Director

Name: Kaisha Mathis Signature _____
Mailing Address 101 N. Main, Newcastle, OK 73065 School District: Newcastle Public Schools
Phone Numbers 405-387-2890 Email kmathis@newcastle.k12.ok.us

ILC Board President

Name Keith Sinor Signature _____
Mailing Address 515 E. Main St. Tuttle, OK 73089 School District Tuttle Public Schools
Phone Numbers 405-381-2605 Email ksinor@tuttleschools.info

ILC Board Clerk

Name David Morrow School District Bridge Creek Public Schools
Mailing Address 2209 E. Sooner Rd. Blanchard, OK 73010
Phone Numbers 405-387-
4880 Email dmorrow@bridgecreek.k12.ok.us

ILC Encumbrance Clerk

Name Melonie Hau School District Newcastle Public Schools
Mailing Address 101 N. Main, Newcastle, OK 73065
Phone Numbers 405-387-2890 Email mhau@newcastle.k12.ok.us

ILC Board Treasurer

Name Brady Barnes School District Blanchard Public Schools
Mailing Address 211 North Tyler, Blanchard, OK 73010
Phone Numbers 405-485-3391 Email bbarnes@blanchard.k12.ok.us

Independent Auditor

Name Angel, Johnson & Blasingame, P.C. Company Angel, Johnson & Blasingame, P.C.

Mailing Address _____ 2700 South Fourth, Chickasha, OK 73018 _____

Phone Numbers _____ (405) 224-6363 _____ Email _____ info@ajb-cpas.com _____

Please provide your SDE Financial Accounting/OCAS contact person:

SDE Employee Name: _____ . OCAS office number is (405) 521-2517.

School District ILC Participation Agreement for FY 2021-2022

The **Interlocal Cooperative Director** must submit this required District Participation Agreement from each school district. This form is **due no later than July 15, 2020**. Mail original to: Accreditation, Oklahoma State Department of Education, 2500 N. Lincoln Boulevard, Oklahoma City OK 73105-4599.

Participating
School District _____ County _____ Code No. ____ / ____

Superintendent _____ Signature _____

(PRINT NAME)

School Board President _____ Signature _____
(PRINT NAME)

1. Services Provided by ILC

_____ The Tri City Learning Academy will provide full-time and blended virtual learning services to member districts.

2. Source of Funds for ILC Services

_____ Funds for the TCLA will be provided by an allocation of funds from each member district. Each district will pay a proportion of their funding to the LEA, Newcastle Public Schools, according to the number of students enrolled at each school district.

3. Additional Funds and Amount Provided to this ILC

_____ Funds will be provided by member school districts

only. _____

4. Total Funds Projected to be Provided to this ILC

_____ Estimated budget for year one is \$600,000.

**School District's Appointee for
Interlocal Cooperative Board of Directors FY 2021-22**

Interlocal Cooperative ILC

ILC Name

ILC#

Each school district contracted to participate in an ILC must submit an original of this ILC Board of Directors Appointment and Loyalty Oath **no later than July 15, 2021**. Mail original to: Accreditation Division, Oklahoma State Department of Education, 2500 North Lincoln Boulevard, Oklahoma City OK 73105-4599. The local school district is to keep a copy of this completed form for their SDE Accreditation Officer. 70 O.S. 5-117(b) *An Interlocal Cooperative agreement shall establish a board of directors which shall be responsible for administering the joint or cooperative undertaking . . . The Board of Directors shall be selected by the board of education of each contracting school district and may include but not be limited to a board member, administrator, or teacher from each contracting school district.*

The School Board of Education of _____ Public School District voted and approved on the _____ day of _____ 2_____, to appoint the following person to serve on the _____ Interlocal Cooperative Board of Directors for school year 2021-22:

_____ of _____ Oklahoma
ILC Board Appointee Name (PRINT) Mailing Address / City of Residence

Appointee is currently a ☐ School Administrator; ☐ Teacher; ☐ School Board Member; ☐ Other

School Board President (PRINT) _____ Signature _____

School Board Clerk (PRINT) _____ Signature _____

Notary is required only for the signature below for the ILC Board Appointee Loyalty Oath within the section below this line.*

Loyalty Oath for _____ Interlocal Board Member for School Year 2021-22

"I do solemnly swear or affirm that I will support the laws and Constitution of the United States of America and the laws and Constitution of the State of Oklahoma, and that according to the best of my ability I will faithfully discharge the duties of my office or employment during such time that I am a member of the _____ Interlocal Cooperative Board of Directors."

ILC Board Appointee Name _____ Signature _____
(PRINT)

NOTARY SEAL

Subscribed and Sworn before me this _____ day of _____, 2_____, in County _____

*Notary Signature _____ Commission _____ Expires _____

Optional: An Officer authorized to administer an Oath of Affirmation may be used in lieu of a Notary.

Print Officer's Name _____ Signature _____ Date _____

Employer _____ in the City of _____

Tri-City Learning Academy Co-operative
Blanchard, Bridge Creek, Newcastle, and Tuttle Public Schools
Projected Launch in 2021-2022 School Year

Situation: The COVID-19 pandemic created a need for all school districts to consider offering full time virtual learning for students. The four districts in the Tri-City area, Blanchard, Bridge Creek, Newcastle, and Tuttle, made the commitment to offer full time virtual learning to students, but each district struggled to offer the level of teacher support and quality of virtual learning services as individual districts. Knowing that offering full time virtual learning to students and families is a service which will continue to be needed beyond the pandemic, the Tri-City schools came together to explore the idea of offering virtual learning through a co-operative agreement. This agreement will allow virtual learning services and resources to be shared between the four districts. By sharing resources and expertise, the goal is to provide the best quality staffing, curriculum, and support to families in our area who chose virtual learning for their children.

Proposed Solution: The Tri-City Learning Academy (TCLA) uses a co-operative agreement structure, allowable under Oklahoma law, to create a shared specialized school operating within four, or more, cooperating school districts. This TCLA will primarily serve full time virtual learning students and families, but services under this agreement could be expanded to share resources such as counselors, special education services, nurses, or any other shared resources agreed upon by the participating member districts. TCLA will enter into an agreement with each participating member's board of education. Funding for services will be shared using an agreed upon Allocation of Funding formula.

Learning Academy Structure: TCLA is a school designed to serve families in the Tri-City area that desire:

- A customized, robust virtual education
- Oklahoma Certified teachers working within their grade level and subject area expertise.
- The best of a traditional education experience, coupled with the flexibility of an online program that can be accessed from anywhere, at any time
- A program that aligns with Oklahoma Academic State Standards with a self-paced education option
- The ability for middle and high school students to participate in on-site extracurricular activities with their peers.
- A virtual education combined with a sense of community within the Tri-City schools.

Tri-City Learning Academy provides an opportunity for an interactive learning environment created through technology, in which the student and teacher are separated by time, space or both. Students will access lessons, assignments and receive assessments virtually. Using technology, teachers will communicate with students and parents in many different ways. Our virtual school option meets all Oklahoma public school standards and graduation requirements. Instructors are Oklahoma certified teachers and employees of Blanchard, Bridge Creek, Newcastle or Tuttle Public Schools. Students completing graduation requirements will be awarded a high school diploma from their home district.

Benefits: With TCLA, students have the opportunity to participate in on-site extracurricular activities, including athletics and/or clubs with their peers at their home school district. For some activities, the student may need to be enrolled in a traditional class such as football or choir in order to participate in competitions or contests. Students also need to maintain eligibility according to OSSAA rules in order to participate in games or contests.

Each home district will have an open lab available for students to meet with teachers for interventions and additional assistance when needed. TCLA will also be striving to create a sense of community with our students and families throughout the school year.

Budget: Budget projections are below

Tri-City Learning Academy		
	2021-2022	
Payroll	\$ 600,000.00	
Curriculum/Resources	\$ 20,000.00	
Technology	\$ 65,000.00	
Professional Development	\$ 5,000.00	
Operating Costs	\$ 10,000.00	
	\$ 700,000.00	

Conclusion: TCLA and its member districts are excited about creating a new vision for virtual learning in Oklahoma. By creating a co-operative agreement between member districts, we are able to maximize educational expertise, resources, and taxpayer funds. The largest benefit is offering virtual learning through member districts allows the best model to provide high-quality virtual learning to rural and suburban students and families.

TRI-CITY LEARNING ACADEMY COOPERATIVE AGREEMENT

This Agreement creating the Tri-City Learning Academy Cooperative ("Cooperative") is entered into by Independent School District No. 01 of McClain County, Oklahoma, a/k/a Newcastle Public Schools ("Newcastle"), and the Member School Districts identified below ("Members") (all of which are collectively referred to as "Participating Districts"), effective March 1, 2021.

WHEREAS, Participating Districts desire to develop and participate in a cooperative to provide virtual education services and other services benefiting virtual and blended learning to the Participating Districts and their students; and

WHEREAS, it is the intent of the Participating Districts to provide the authority to Newcastle to direct the operations of the Cooperative as its local education agency ("LEA");

THEREFORE, the parties agree as follows:

1. LEA: Newcastle will serve as the LEA for the Cooperative. If Newcastle resigns as LEA effective at the end of any fiscal year, the Cooperative will only continue in existence if another Participating District agrees to assume the functions of LEA. Newcastle will give written notice to the Members of its intent to resign as LEA prior to March 15 of the then-current fiscal year.
2. TERM: This Agreement will be in full force and effect for the period March 1, 2021 to June 30, 2022. Each member will renew its membership in the Cooperative for each subsequent fiscal year unless it gives written notice of its intent to withdraw prior to March 15 of the then-current fiscal year to the LEA. Members may terminate this Agreement in whole or in part at any time by a unanimous vote of the Participating Districts, provided that the LEA will be held harmless by the Members for expenses it incurs beyond its reasonable proportion thereof upon termination.
3. FISCAL YEAR: Except for the initial term of this Agreement as described in the first sentence of Paragraph 2, above, the fiscal year for the Cooperative will commence on July 1 and continue to June 30 of the subsequent calendar year.
4. MEMBERS: The initial Members of the Cooperative are: Blanchard Public Schools, Bridge Creek Public Schools and Tuttle Public Schools. Additional public school districts can become members with the written consent of the LEA and a majority of Members.
5. SERVICES: During the term of this Agreement, LEA will work with Members to make the Tri-City Learning Academy operational for students for the 2021-22 school year by hiring staff and taking other actions the LEA deems necessary.
6. FACILITIES: Virtual education services and counseling will be provided to students enrolled in the Cooperative at either their resident school district or LEA's facilities. It is the parties' intent that students access learning labs, child nutrition and extracurricular activities at their home school sites. The LEA will provide appropriate office space for a virtual coordinator and the coordinator's assistant/clerk in LEA's facilities. Participating Districts will provide appropriate

teaching and counseling space for use by certified teaching staff and counseling staff who are providing Cooperative services in Participating Districts' facilities.

7. EQUIPMENT AND SUPPLIES: Participating Districts will provide all supplies and equipment required to support the services provided at their facilities.
8. STAFF: LEA will employ and provide staff, including a virtual coordinator, coordinator's assistant/clerk, certified teaching staff and counseling staff to provide the services required by the terms of this Agreement.
9. GRADUATION: Each student enrolled in the Cooperative who is eligible for graduation will receive a diploma and will graduate from the student's resident school district.
10. ALLOCATION OF FUNDING: Each Participating District will be assessed an administrative assessment determined by that district's ADM in comparison to all schools ADM in the cooperative. This assessment will cover all administrative costs, dedicated cooperative staff costs, curriculum and equipment. This assessment will cover a proportionate number of virtual course slots for students from each school. If a participating school exceeds those course slot allotments the LEA will assess the district based on per pupil weighted average daily membership for the number of its students enrolled in the Tri-City Learning Academy. LEA will submit a billing to Members each semester showing the amount owed, along with attendance records for their resident students enrolled in the Tri-City Learning Academy. Members will pay the invoice in full within 30 days, with all payments made payable to Newcastle Public Schools. Members will make all payments pursuant to this Agreement by the last day of the fiscal year.
11. TRANSPORTATION: The Participating Districts are responsible for arranging and providing transportation required by their resident students to access services provided by the Cooperative. The LEA will not provide reimbursement to Members for the cost of such transportation services.
12. LITIGATION AND DUE PROCESS: Each Participating District shall bear the responsibility for providing a free appropriate public education in the least restrictive environment to all of its students with disabilities who are residents of that school district. The Cooperative shall not be designated as the local education agency for purposes of providing a free appropriate public education or for any due process purposes under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or Title II of the Americans with Disabilities Act. Any costs associated with litigation, including due process hearings, shall be the responsibility of the Participating District where the student who brings due process or litigation resides.
13. OBLIGATIONS OF MEMBERS:
 - a. Each Member will gather appropriate student information, conduct any necessary assessment and obtain parent consent, as needed, regarding each of their students who seeks to enroll in the Cooperative.

- b. Each Member will maintain student education records for each participating student at its site and will make available to Cooperative copies of the relevant records of each such student. Cooperative will maintain the student education records of participating students on Cooperative's site and be responsible to make available copies of the records of each student to the Member. The Participating Districts will comply with applicable federal and state laws and regulations concerning the student education records of students participating in Cooperative services.
 - c. If a Member determines that an LEA staff member is needed to participate in an Individualized Education Program or Section 504 Team meeting for a student participating in Cooperative services, Member will notify the LEA sufficiently in advance of the meeting to enable LEA to arrange the staff member's participation.
 - d. For students with disabilities participating in Cooperative services, it is the responsibility of the Member in which the student resides to promptly provide the appropriate LEA staff members with the necessary information from the student's IEP or Section 504 Plan and to promptly make Member staff available as needed to answer questions about and explain the responsibilities of LEA staff under the IEP or Section 504 Plan.
14. SERVICES AVAILABLE OUTSIDE THE REGULAR SCHOOL YEAR: Except as otherwise agreed to by the Participating Districts, all Cooperative services will be provided during LEA's regular school day and year.
15. ADDITIONAL COOPERATIVE SERVICES: The need for additional Cooperative services will be evaluated annually. Additional Cooperative services will be added with the written consent of the LEA and a majority of Members if sufficient funding and appropriate staff are available.

IN WITNESS WHEREOF, the parties execute this Agreement, which shall remain in full force and effect until terminated in accordance with the terms of this Agreement.

Independent School District No. 01 of McClain County, Oklahoma a/k/a
Newcastle Public School District

Date

President, Board of Education

Clerk, Board of Education

Independent School District No. 29 of McClain County, Oklahoma a/k/a
Blanchard Public Schools

Date

President, Board of Education

Clerk, Board of Education

Independent School District No. 95 of Grady County, Oklahoma a/k/a
Bridge Creek Public Schools

Date

President, Board of Education

Clerk, Board of Education

Independent School District No. 97 of Grady County, Oklahoma a/k/a
Tuttle Public Schools

Date

President, Board of Education

Clerk, Board of Education